

SUBSCRIPTION AGREEMENT

Interleaf, Inc.
c/o Hale and Dorr
60 State Street
Boston, MA 02109

Attention: Anil Khosla, Esq.

Dear Sirs:

I hereby subscribe for the number of shares of Common Stock, \$.01 par value (the "Shares"), of Interleaf, Inc., a Massachusetts corporation (the "Company"), set forth on the signature page below and agree to pay the total amount there indicated. I enclose (i) this and another signed copy of this Agreement and (ii) my check in the amount set forth on the signature page below payable to the order of Interleaf, Inc.

I understand and agree that:

1. The Company reserves the right, in its sole and absolute discretion, to reject my subscription for Shares in whole or in part.

2. This subscription is and shall be irrevocable, except that I shall have no obligation hereunder in the event that this subscription is for any reason rejected or this offering is for any reason cancelled.

3. This offering will terminate, and subscriptions will not be accepted after, December 31, 1985. The Company may at any time in its discretion extend the offering period without prior notice. The Company reserves the right to withdraw this offering at any time for any reason, or for no reason.

4. My right to transfer all or any of the Shares will be restricted for the reasons and in the manner set forth in the Confidential Memorandum of the Company dated December 13, 1985 (the "Memorandum"). Specifically, the Shares are not and will not be registered under the Securities Act of 1933, as amended (the "Act"), or applicable state securities laws, and may not be resold unless they are subsequently registered under such laws or an exemption from registration is available. The Company has made no representations with respect to registration of the Shares under the Act; such registration is not contemplated; it is not anticipated that there will be any market for the Shares; Rule 144 will not be available for any sale of the Shares; and, as a result, I must be prepared to bear the economic risk of my investment for an indefinite period of time.

5. The per share price of the Shares specified in the Memorandum has been determined by the Board of Directors of the Company based solely on its judgment as to the valuation of the Company.

I hereby represent and warrant that:

A. I am acquiring the Shares for investment, and not with a view to the resale or distribution thereof. I am acquiring the Shares for (check one):

my own account as principal and not for the benefit of any other person, so that I will be the sole record and beneficial owner of the Shares; or

the account of another person or persons, either alone or with myself, as described in detail below:

B. The address set forth on the signature page below is my true and correct residence (and/or that of each other person as is described in paragraph A. above, as the case may be). Neither I nor any such other person has any present intention of becoming a resident of any other state or jurisdiction.

C. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Shares will not cause such overall commitment to become excessive.

D. I have adequate net worth and means of providing for my current needs and personal contingencies to sustain a complete loss of my investment in the Shares, and have no need for liquidity of this investment.

E. I have received a copy of and have carefully read the Memorandum and evaluated the risks of an investment in the Company. The Company has made available to me all documents relating to an investment in the Company that I have requested, and has given me the opportunity to ask, and has provided answers to, all of my questions concerning this offering. In evaluating

the suitability of an investment in the Company, I have not relied upon any representation or other information (whether oral or written) other than as set forth in the Memorandum or as contained in any documents or answers to questions so furnished to me by the Company.

F. I recognize that investment in the Company involves certain risks and I have taken full cognizance of and understand all of the risk factors related to the purchase of the Shares, including those set forth under the caption "RISK FACTORS" in the Memorandum.

G. I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Company. All information which I have provided to the Company concerning myself and each other person described in paragraph A. above is correct and complete as of the date hereof, and if there should be any material change in such information prior to my having been sold the Shares in the amount of my investment, I will immediately provide such information to the Company.

H. I am not relying upon the accuracy of any predictions as to the future growth, prospects or development of the Company contained in the Memorandum or any other oral or written representations with respect thereto.

I. I will not offer, sell, pledge or otherwise transfer or dispose of the Shares except pursuant to a registration statement under the Act and qualification under applicable state securities laws, or pursuant to an opinion of counsel acceptable to the Company that such registration and qualification are not required and that the transaction (if it involves a sale in the over-the-counter market or on a securities exchange) does not violate the provisions of Rule 144 under the Act. A stop-transfer order will be placed on the books of the Company (or its transfer agent) respecting the certificates evidencing the Shares and such certificates shall bear, until such time as the shares evidenced by such certificate shall have been registered under the Act or shall have been transferred in accordance with an opinion of counsel acceptable to the Company that such registration and qualification is not required, the following legend or one substantially similar thereto:

These shares have not been registered under the Securities Act of 1933. They may not be offered or transferred by sale, assignment, pledge or otherwise unless (i) a registration statement for

the shares under the Securities Act of 1933 is in effect or (ii) the corporation has received an opinion of counsel, which opinion is satisfactory to the corporation, to the effect that such registration is not required under the Securities Act of 1933.

In addition, the certificate evidencing the Shares shall bear any legend required by any applicable state securities law until such time as the shares evidenced by such certificates shall have been qualified under such applicable state securities law or shall have been transferred in accordance with an opinion of counsel for the Company that such qualification is not required.

J. I am aware that no federal or state agency has made any finding or determination as to the fairness for public investment, or any recommendation or endorsement, of the Shares being sold in this offering.

K. If this Subscription Agreement is executed and delivered on behalf of a partnership, corporation, trust or other entity, the undersigned has been duly authorized to execute and deliver the same and all other instruments executed and delivered on behalf of such partnership, corporation, trust or other entity in connection with the purchase of my Shares, and the signature of the undersigned is binding upon such partnership, corporation, trust or other entity.

L. The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of the acceptance hereof by the Company and of the date of issue of the Shares. If in any respect such representations and warranties shall not be true and accurate prior to such date of issue, I will give written notice of such fact to the Company, specifying which representations and warranties are not true and accurate and the reasons therefor.

Dated: _____, 1985

Number of Shares: _____

Total Investment: _____

SUBSCRIBER: _____
(Please Print)

Subscriber's Signature

Residence Address:

Mailing Address, if
Different from Residence
Address:

HALE AND DORR
COUNSELLORS AT LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
60 STATE STREET
BOSTON, MASSACHUSETTS 02109

CABLE HAFIS BSN
TELEX 94-0472
TELECOPIER
DOMESTIC (617) 367-6133 (617) 742-9108
INTERNATIONAL (617) 367-6180

(617) 742-9100

WASHINGTON OFFICE
1201 PENNSYLVANIA AVE., N.W.
WASHINGTON, D.C. 20004
(202) 393-0800
CABLE HAFIS WSH
TELECOPIER (202) 393-4497

December 13, 1985

To Prospective Investors in
Interleaf, Inc.

Dear Prospective Investor:

Enclosed is a Confidential Memorandum (the "Memorandum") dated December 13, 1985 relating to the private placement offering of a maximum of 57,500 shares of the Common Stock, \$.01 par value per share, of Interleaf, Inc. (the "Company"). The maximum number of shares offered to you by the Company and the maximum offering price for such shares are set forth on the cover page of the Memorandum. This offering will terminate on December 31, 1985 unless extended by the Company.

If you wish to participate in the offering described in the Memorandum, please complete, sign and return the following items to Hale and Dorr in the enclosed return envelope before December 31, 1985:

1. Two executed Subscription Agreements.
2. A check made payable to Interleaf, Inc. in the amount of the maximum offering price set forth on the cover page of the Memorandum or, if you wish to subscribe for a lesser number of shares, an amount equal to \$5.20 times the number of shares for which you wish to subscribe (subject to the minimum investment requirements set forth in the Memorandum).

Alternatively, you may deliver the above items to George Vaughn at the Company, again before December 31, 1985.

If you have any questions concerning the offering described in the Memorandum, please call Harry George or John Brennan at the Company.

Very truly yours,

Anil Khosla

Anil Khosla

AK/kc
Enclosures